### State of Rhode Island and Providence Plantations Contract Offer

### RIVIP BIDDER CERTIFICATION COVER FORM

### SECTION 1 - VENDOR INFORMATION

Bid/RFPNumber:

7548882A4

Bid/RFP Title:

RFP - CONSTRUCTION SERVICES EISENHOWER HOUSE - NEWPORT - ADDENDUM 4

(28 PGS & ZIP FILE)

Opening Date & Time: 8/18/2014

11:00 AM

RIVIP Vendor ID #:

41094

Vendor Name:

E.W. Burman, Inc.

Address:

33 Vermont Ave

Warwick . RI 02888

USA

Telephone:

(401) 738-5400

Fax:

(401) 737-2650

E-Mail:

ewburmaniii@ewburman.com

Contact Person:

Edward W. Burman III

Title:

Project Manager

R.I. Foreign Corp #:

### NOTICE TO VENDORS

Each bid proposal for a public works project must include a "public copy" to be available for public inspection upon the opening of bids. Bid proposals that do not include a copy for public inspection will be deemed nonresponsive. For further information on how to comply with this statutory requirement, see R. I. Gen. Laws §§ 37-2-18(b) and (j). Also see Procurement Regulation 5.11, and in addition, for highway and bridge projects, also see Procurement Regulation 5.13, accessible at www.purchasing.ri.gov.

NOTE: AWARD OF CONTRACTS AND PURCHASE ORDERS SHALL BE SUBJECT, AT THE DISCRETION OF THE PURCHASING AGENT, TO THE OFFEROR COMPLETING AN ON-LINE RIVIP REGISTRATION at www.purchasing.ri.gov. It is THE RESPONSIBILITY OF THE VENDOR to make on-line corrections/updates using the Vendor maintenance program on the RI Division of Purchases Web Site.

### **SECTION 2 - REQUIREMENTS**

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM. Offerors are expected to READ, SIGN and COMPLY WITH all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

### Section 2.1 - RULES FOR SUBMITTING OFFERS

2.1A. This CERTIFICATION FORM MUST BE ATTACHED IN ITS ENTIRETY TO THE FRONT OF THE OFFER and shall be considered an integral part of each offer made by a vendor to enter into a contract with the State of Rhode Island, Division of Purchases. As such, submittal of the entire Bidder Certification Cover Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/LOI number (provided above) and the date and time of opening marked in the upper left hand corner of envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete, signed (in ink) offer package must be delivered to the Division of Purchases (via any mail or messenger service) by the time and date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the RI bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.

Mail To: Division of Purchases, One Capitol Hill, Second Floor, Providence, RI 02908-5855.

<u>Documents misdirected to other State locations or which are not present in the Division of Purchases at the time of opening for whatever cause will be deemed to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the Division of Purchases. Postmarks shall not be considered proof of timely submission.</u>

- 2.1B. RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the RIVIP for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the Web Site has been severely curtailed and it is determined by the State Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an Internet solicitation is unsuccessful, the State of Rhode Island will cancel the original solicitation and resolicit the original offer directly from vendors.
- 2.2. PRICING. Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation) and may not be withdrawn, except with the express permission of the State Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The State of Rhode Island is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. PRICES QUOTED ARE FOB DESTINATION.
- 2.3. DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at vendor's expense.
- 2.4. PREVAILING WAGE, OSHA SAFETY TRAINING, and APPRENTICESHIP REQUIREMENTS.

Bidders must comply with the provisions of the Rhode Island labor laws, including R. I. Gen. Laws §§ 37-13-1 et seq. and occupational safety laws, including R. I. Gen. Laws §§ 28-20-1 et seq. These laws mandate for public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at www.dlt.ri.gov.

2.5. PUBLIC RECORDS. Offerors are advised that all materials submitted to the State for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by using the RIVIP at any time or appearing in person at the Division of Purchases Mondays through Fridays between 8:30 a.m. and 3:30 p.m. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.

### **SECTION 3 - AWARD DETERMINATION**

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the State's sole option.

- 3.1. BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.
- 3.2. SPECIFICATIONS. Unless specified "no substitute," product offerings equivalent in quality and performance will be considered (at the sole option of the State) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

### **SECTION 4 – CONTRACT PROVISIONS**

### 4.1. VENDOR AUTHORIZATION TO PROCEED.

- 4.1A. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the RI Division of Purchases, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the Division of Purchases PRIOR TO delivery.
- 4.1B. Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR Pricing Agreement made in writing by the Purchasing Agent, or a state official with purchasing authority delegated by the Purchasing Agent, shall be considered a binding contract.

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- 4.2. REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The Regulations, General Terms and Conditions are incorporated into all state contracts. These regulations and basic information on How To Do Business with the State of Rhode Island are posted on the Rhode Island Vendor Information Program Website (www.purchasing.ri.gov).
- 4.2A. ARRA SUPPLEMENTAL TERMS AND CONDITIONS. Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards, shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.
- 4.3. EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 and more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1, of the Rhode Island General Laws, also apply.
- 4.4. PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the issuance of a tentative notice of award.
- 4.5. DEFAULT and NON-COMPLIANCE. Default and/or non-compliance with the RIVIP requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the state.
- 4.6. COMPLIANCE. Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.
- 4.7. SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the State's insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the agency for which work will be performed.

### SECTION 5 – CERTIFICATIONS AND DISCLOSURES ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

Offerors must respond to every disclosure statement.

A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes (Y) or No (N):

- 1. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense within the previous five (5) years. If so, then provide details below.
- N
  2. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.
- 3. State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.
- Y

  4. I/we certify that I/we will immediately disclose, in writing, to the Chief Purchasing Officer any potential conflict of interest, which may occur during the course of the engagement authorized pursuant to this contract.
- 5. I/we acknowledge that, in accordance with Chapter 37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe", including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state".
- Y 6. I/we certify that I/we or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- 7. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and should my/our insurance lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- 8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island State Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.
- 9. I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.
- 10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website (www.purchasing.ri.gov) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.
- 11. I/We certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

Revised: 11/20/2013

Y 12. I/we certify that the above vendor information is correct and complete.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1-3 OR IF YOU ARE UNABLE TO PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT.			
ORGANIST ON BIOGRAPHICATION OF STEEK.			
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			· · · · · · · · · · · · · · · · · · ·
Signature below commits vendor to the attached offer and certifies (1) that (	ha offer h	as takon into acco	unt all solicitation
amendments, (2) that the above statements and information are accurate as	nd that ve	ndor understands	and has complied
with the requirements set forth herein. When delivering offers in person to O leas <del>t one ho</del> ur additional time for clearance through security checkpoints.	ne Capito	l Hill, vendors are a	advised to allow at
reasone near additional time for clearance through security checkpoints.			
	Date	August 18	, 2014
Vendor's Signature (Person authorized to enter into contracts; signature must be in ink.)			
Edward W. Burman, Jr., President			Print
Name and Title of company official signing, offer			

Solicitation Title: CONSTRUCTION SERVICES EISENHOWER HOUSE

### **BID FORM**

The State of Rhode Island Department of Administration To:

Division of Purchases, 2<sup>nd</sup> Floor

One Capitol Hill, Providence, RI 02908-5855

Bidder: E.W. Burman Inc

Legal name of entity

33 Vermont Ave Warwick, RI 02888

Address (street/city/state/zip)
Edward W. Burman, Jr. ewburmanjr@ewburman.com

Contact name

Contact email (401) 737-2650 (401) 738-5400

Contact telephone Contact fax

### 1. **BASE BID PRICE**

The Bidder submits this bid proposal to perform all of the work (including labor and materials) described in the solicitation for this Base Bid Price (including the costs for all Allowances, Bonds, and Addenda):

1,993,851

(base bid price in figures printed electronically, typed, or handwritten legibly in ink)

One Million Nine Hundred Ninety Three Thousand Eight Hundred Fifty One (base bid price in words printed electronically, typed, or handwritten legibly in ink)

### Allowances

The Base Bid Price *includes* the costs for the following Allowances:

No. 1: Additional Repair to Wood and \$15,000.00

**Plaster Materials** 

No. 2: Additional MEP/FA/FP Systems Changes \$5,000.00

No. 3: Hazardous Materials Abatement \$10,000.00

No. 4: Decorative Lighting Fixtures/Finishes Changes \$15,000.00

**Total Allowances:** \$45,000.00

Solicitation Title: CONSTRUCTION SERVICES EISENHOWER HOUSE

### Bonds

The Base Bid Price <u>includes</u> the costs for all Bid and Payment and Performance Bonds required by the solicitation.

### Addenda

The Bidder has examined the entire solicitation (including the following Addenda), and the Base Bid Price <u>includes</u> the costs of any modifications required by the Addenda.

All Addenda must be acknowledged.

Addendum No. 1 dated: July 16, 2014

Addendum No. 2 dated: July 16, 2014

Addendum No. 3 dated: July 24, 2014

Addendum No. 4 dated: August 8, 2014

Addendum No. 5 dated: Addendum No. 6 dated:

### 2. <u>ALTERNATES</u> (Additions to Base Bid Price)

The Bidder offers to: (i) perform the work described in these Alternates as selected by the State in the order of priority specified below, based on the availability of funds and the best interest of the State; and (ii) increase or reduce the Base Bid Price by the amount set forth below for each Alternate selected.

### **ADD ALTERNATE- 01**

Add Grass Pave surface to create drive and provide dumpster pad:

**\$** 25,241.

(Amount in figures printed electronically, typed, or handwritten legibly in ink)
Twenty Five Thousand Two Hundred Forty One

(Amount *in words* electronically, typed, or handwritten legibly in ink)

Solicitation Title: CONSTRUCTION SERVICES EISENHOWER HOUSE

### **ADD ALTERNATE- 02**

Add Grass Pave surface to spaces on either side of drive at rear parking area and provide dumpster enclosure:

**\$** 30,030.

(Amount *in figures* printed electronically, typed, or handwritten legibly in ink)
Thirty Thousand Thirty Dollars

(Amount in words electronically, typed, or handwritten legibly in ink)

### **ADD ALTERNATE-3**

Add air conditioning to second floor in both main house and ell:

**\$** 85,432

(Amount in figures printed electronically, typed, or handwritten legibly in ink)
Eighty Five thousand Four Hundred Thirty Two

(Amount in words electronically, typed, or handwritten legibly in ink)

### **ADD ALTERNATE-04**

Add air-conditioning to third floor:

**\$** 34,335

(Amount in figures printed electronically, typed, or handwritten legibly in ink)
Thirty Four Thousand Three Hundred Thirty Five

(Amount in words electronically, typed, or handwritten legibly in ink)

Solicitation Title: CONSTRUCTION SERVICES EISENHOWER HOUSE

### 3. UNIT PRICES

The Bidder submits these predetermined Unit Prices as the basis for any change orders approved in advance by the State. These Unit Prices include <u>all</u> costs, including labor, materials, services, regulatory compliance, overhead, and profit.

	DESCRIPTION OF SERVICES	CONTRACTORS UNIT
Unit Price	Patch and Repair Existing Plaster Interior wall	
No. 1	system on lath per Section 01 2000	
	Unit of Measurement: per Section 01 2000	\$ 5000
Unit Price No. 2	Patch and Repair Existing Exterior siding per Section 01 2000	
	Unit of Measurement: per Section 01 2000	\$ 19.00
Unit Price No. 3	Abatement of Pipe Casing per Section 01 2000	
	Unit of Measurement: per Section 01 2000	\$ , 5 5 . 0 0
Unit Price No. 4	Patch and Repair Existing Exterior wood trim per Section 01 2000	
	Unit of Measurement: per Section 01 2000	<b>\$</b>
Unit Price No. 5	Expand GrassPave area per Section 01 2000	
	Unit of Measurement: per Section 01 2000	<b>,</b> 8 .00

Solicitation Title: CONSTRUCTION SERVICES EISENHOWER HOUSE

Unit Price No. 6	Add sprinkler head per Section 01 2000										
	Unit of Measurement: per Section 01 2000	\$			,	2	5	0		0	Ow
Unit Price No. 7	Subfloor repair per Section 01 2000		<u> </u>			ı			L	<b>L</b>	
	Unit of Measurement: per Section 01 2000	\$			,		1	3	-	0	0
Unit Price No. 8	Replacement of exterior railing balusters per Section 01 2000		l			<u> </u>					
	Unit of Measurement: per Section 01 2000	\$			,		6	5	•	0	0
Unit Price No. 9	Replacement of existing railing top rail per Section 01 2000		1		<u>I</u>	1	!		I	1	
	Unit of Measurement: per Section 01 2000	\$			,		8	5	•	0	0
Unit Price No. 10	Replacement of hardwood flooring per Section 01 2000				l	<u> </u>	l		<u> </u>		
	Unit of Measurement: per Section 01 2000	\$			,		1	6	•	0	0
Unit Price No. 11	Electrical receptacles, interior per Section 01 2000		I						<u>i</u>		
	Unit of Measurement: per Section 01 2000 EA	\$			,	2	2	0	•	0	0 %
Unit Price No. 12	Electrical receptacles, exterior per Section 01 2000		<u> </u>		<u> </u>	<u> </u>	<u> </u>			1	
l .	Unit of Measurement: per Section 01 2000	\$		i	,	2	7	5		0	0
		<u> </u>	L		<u>l</u>	1		<u> </u>	1		Ш.

Solicitation Title: CONSTRUCTION SERVICES EISENHOWER HOUSE

Unit Price No. 13	Blocking inside walls per Section 01 2000								
<u> </u>	Unit of Measurement: per Section 01 2000	BF	\$	,		8	•	0	Ow

### 4. CONTRACT TIME

The Bidder offers to perform the work in accordance with the timeline specified below:

• Start of Construction: September 4, 2014

• Substantial Completion: April 15, 2015

• Final Completion: May 1, 2015

The Final Completion date for Work shall be within **240** calendar days of the Purchase Order from the Division of Purchases.

(The contractor is responsible for winter conditions including providing any special weather protection and heat in order to do exterior work or interior work in winter conditions. The State will not pay for winter conditions.)

### 5. LIQUIDATED DAMAGES

The successful bidder awarded a contract pursuant to this solicitation shall be liable for and pay the State, as liquidated damages and not as a penalty, the following amount for <u>each</u> calendar day of delay beyond the date for substantial completion, as determined in the sole discretion of the State: <u>Five Hundred Dollars (\$500.00) per day</u>.

This bid proposal is irrevocable for 60 days from the bid proposal submission deadline.

If the Bidder is determined to be the successful bidder pursuant to this solicitation, the Bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work upon issuance and receipt of the purchase order from the State and authorization from the user agency.

Solicitation Title: CONSTRUCTION SERVICES EISENHOWER HOUSE

The person signing below certifies that he or she has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.

Date: 8.18.2014

**BIDDER** 

E.W. Burman, Inc

Signature in ink
Edward W. Burman, Jr.

Printed name and title of person signing on behalf of Bidder

# 10484

Bidder's Contractor Registration Number

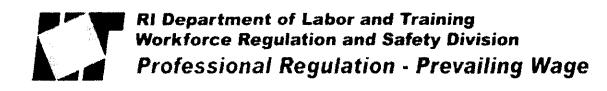


### General Contractor Apprenticeship Certification Form

This form MUST be completed and submitted <u>at the time of bidding</u> and is available on the Department of Labor and Training's Website at <u>www.dlt.ri.gov</u>, under Workforce Regulation and Safety, Prevailing Wage, Publications and Forms.

Bid/RFP Number: 7548882	
Bid/RFP Title: Construction Services Eisenhower House	
RIVIP Vendor ID#: 41094	
Vendor Name: E.W. Burman Inc	
Address: 33 Vermont Ave Warwick, RI 02888	
Telephone: 401-738-5400	
Fax: 401-737-2650	
E-Mail: ewburmanjr@ewburman.com	
Contact Person and Title: Edward W. Burman, Jr President  E.W. Burman Inc, 33 Vermont Ave Warwick RI (Company Name & Address) (hereafter bidder") hereby certifies that bidder meets the general contractor apprenticeship requirements of R. I. Gen. Laws § 3.1 because bidder meets one of the following qualifications (check):	37- 1
ABidder sponsors a current and duly approved Rhode Island Department of Labor and Training Apprenticeship Program and currently employs at least one apprentice per trade/occupation, who will obtain the job training" experience in the apprentice's trade by performing on the contract (attach apprenticeship program standards and apprenticeship agreement);	1 "on
Bidder sponsors a current and duly registered Rhode Island Department of Labor and Training recipr apprenticeship program pursuant to R. I. Gen. Laws § 28-45-16 and currently employs at least one apprentic trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing on the contract (attach apprenticeship program standards, apprenticeship agreement and Rhode Island Department of Labor and Training Reciprocal Apprenticeship Program Approval);	e per

C.		•
D.	Labor and Training Apprenticeship Program sponsor as employ at least one apprentice per trade/occupation, w	
E.	Bidder will not perform work on the awarded co	entract except through subcontractors (non performance);
F.	Bidder has received approval from the Rhode Island Contractor requirements of R. I. Gen. Laws §37-Island Department of Labor and Training corresponden	
	Edward W. Burman Jr President	08.18.2014
	Printed Name and Title of A) therized Representative  Signature of Authorized Representative	Date



### **General Contractor Apprenticeship Certification Form**

E. W	. Burman, Inc., 33 Vermont Ave., Warwick, RI 02888 (Company Name & Address) (hereafter
"bidde	r") hereby certifies that bidder meets the general contractor apprenticeship requirements of R. I. Gen. Laws § 37-because bidder meets one of the following qualifications (check):
A.	Bidder sponsors a current and duly approved Rhode Island Department of Labor and Training Apprenticeship Program and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing on the contract (attach apprenticeship program standards and apprenticeship agreement):
В.	Bidder sponsors a current and duly registered Rhode Island Department of Labor and Training reciprocal apprenticeship program pursuant to R. I. Gen. Laws § 28-45-16 and currently employs at least one apprentice per trade occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach apprenticeship program standards, apprenticeship agreement and Rhode Island Department of Labor and Training Reciprocal Apprenticeship Program Approval);
C.	Bidder has entered into a current collective bargaining agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the collective bargaining agreement, will employ at least one apprentice per trade occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of collective bargaining agreement and signature page):
D.	Bidder has entered into a current labor agreement, with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the labor agreement, will employ at least one apprentice per trade occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of labor agreement and signature page):
E.	Bidder will not perform work on the awarded contract except through subcontractors (non performance):
F.	Bidder has received approval from the Rhode Island Department of Labor and Training that it satisfies the general contractor requirements of R. I. Gen. Laws §37-13-3.1 for purposes of a particular bid (attach Rhode Island Department of Labor and Training correspondence).
	Edward W. Burman, Jr., Pres. 1/29/14
	Printed Name and Title of Authorized Representative Date
	Edward W. Burman, Jr. State Control of the Control
	Signature of Authorized Representative

doing business in the computation of federal income tax of the Employers.

the Trustees to constitute the Board of Trustees to administer be appointed by the Construction Industries of Rhode appointed by the Association, and two (2) Trustees shall Laborers' District Council; two (2) Trustees shall be Trustees appointed by them representatives. all times Island. four (4) Trustees shall be appointed by the Rhode Island (Association and Construction Industries of Rhode Island) Fund. Said Trustees to be appointed are as follows: Section 3. Representatives on the Board of Trustees shall at be equally divided among union and management to remove, There shall be a total of eight Each of the appointing parties shall have replace and appoint successors to

section 4. The failure to contribute by the Employer to the said training fund, as provided herein, for the purpose of the remedy the Union may pursue, is covered in Article XV herein. The New England Laborers' Training Trust Fund shall meet the requirements of all Federal and State laws regarding the same, including the Internal Revenue Service.

### ARTICLE XI A

# RHODE ISLAND LABORERS' APPRENTICESHIP PROGRAM

The parties hereby incorporate by reference as part of this agreement the "Apprenticeship Standards for the Construction Craft Laborer" adopted by the parties and approved by the U.S. DOL Bureau of Apprenticeship and Training on May 19, 1997 and the Rhode Island State Apprenticeship Council.

Employers employing one or more apprentices shall

Council Apprentice Program under the above-referenced standards for construction craft laborer.

- a) An employer may employ apprentices on any job in the ratio of one (1) apprentice for each five (5) jou workers. Apprentices shall work under the supervision of competent and qualified journey workers on the job. Instruction in safety and safe work practices will be prof the job instructions in addition to that included in related instruction and in special off job courses.
- b) Apprentices shall be paid the following percentages of the Journey workers Laborers' basic hour rate as outlined in Article III

Hours Percentage of Journeymen's rate

1-999 60%

1000-1999 70%

2000-2999 80%

3000-4000 90%

4001 and after 100%

The above rates may be adjusted for individual apprentices making accelerated progress. Such adjusted provisions may only be made by Committee action.

apprentices shall receive the full benefit pac

## ARTICLE XI B

## NEW ENGLAND LABORERS' LABOR-MANAGEMENT

## COOPERATION TRUST FUND

Section 1. Each employer agrees to pay Fifteen Cents per hour worked by each employee covered by the of this Agreement to a fund known as the "New England"

on or before sixty (60) days prior to May 31 of any year thereafter notice is given by either party that it desires to change, modify or terminate this Agreement.

RHODE ISLAND CHAPTER,
ASSOCIATED GENERAL
CONTRACTORS OF AMERICA, I
LABOR RELATIONS DIVISION

DAVID RAMPONE Chairman

RHODE ISLAND LABORERS' DISTRICT COUNCIL of the Laborers' International Union of North America, AFL-CTO, on behalf of Local Union 271

MICHAEL F! SABITONI Business Manager

CONSTRUCTION & GENERAL LABORERS' LOCAL UNION 271

Michael F. Sabitoni
Business Manager

A 2013
Exegution Date

Exegution Date

A 2013

## APPENDIX "A" INCORPORATED BY REFERENCE

Craft Jurisdictional claims of the Laborers' International Union of North America defines the work forth, and shall be assigned and performed by members bargaining unit:

TENDERS: Tending masons, plasterers, carpenter other building and construction crafts.

Tending shall consist of preparation of material and the handling and conveying of materials to be use mechanics of other crafts, whether such preparation is hand or any other process. After the material has be prepared, tending shall include the supplying and cor of said material and other materials to such mechanic whether by bucket, hod, wheelbarrow, buggy, or other motorized unit used for such purpose, including fork when used at levels not in excess of nine feet.

Unloading, handling and distributing of all mat fixtures, furnishings and appliances from point of del to stockpiles and from stockpiles to approximate poir installation.

Drying of plaster, concrete, mortar or other aggregate, when done by salamander heat or any other process.

Cleaning and clearing of all debris, including brushing of windows, scraping of floors, removal of su material from all fixtures within confines of structure and cleaning of all debris in building and constructia area. The general cleanup, including sweeping, clear washdown and wiping of construction facility, equipme furnishings and removal and loading or burning of all including crates, boxes, packaging waste material. We power washing or cleaning of walls, partitions, ceiling windows, bathrooms, kitchens, laboratory, and all fixt and facilities therein. Cleanup, mopping, washing, washing, or dusting of all floors or areas.

The aging and curing of concrete, mortar and ot materials applied to walls, floors, ceilings and found of buildings and structures, highways, airports, over and underpasses, tunnels, bridges, approaches, viaduc ramps or other similar surfaces by any mode or method

SCAFFOLDS Erection, planking and removal of al

discretion. Such examinations may be implemented by the trustees' authorized representatives in connection with the proper administration of the Funds. The expense of such audit of an Employer's records shall be borne by the Funds. In the event that the Funds or their representative shall incur attorneys' fees or other expenses in order to enforce the Funds' right to audit the records of any Employer, such attorneys' fees or other expenses shall be charged against such Employer regardless of whether the Employer shall have been delinquent in contributions to the Fund for the period of the audit.

<u>Section 6.</u> Benefits - The Funds shall be used to provide benefits as determined by the Trustees in accordance with the terms of the Trust and this Agreement.

Section 7. New Federal Health Insurance Law - In the event that a new federal health insurance law becomes effective during the term of this Agreement, the parties agree to meet and reopen the contract to make any changes necessitated by the law and to negotiate other provisions as may be appropriate. In the event the parties are unable to agree upon the changes required by law or other appropriate changes, the matter may proceed to final and binding arbitration pursuant to Article XXVI at the request of either party; provided that the Arbitrator shall not be permitted to increase the cost to the Employer.

### ARTICLE XII <u>Apprenticeship and Training</u>

Section 1. Employer contributions shall be used exclusively for the training and education of apprentices and journeymen skills upgrading and for the administrative costs of the Joint Apprenticeship Committee.

Section 2. Each Employer shall employ a ratio of one (1) apprentice to five (5) journeymen carpenters on the job or within its employ when indentured apprentices are available and assigned to the Employer by the Local Union. No Employer shall layoff an apprentice for lack of work without giving at least twenty-four (24) hours prior notice to the Local Union. Each Employer must have at least one (1) apprentice per company.

Section 3. Both parties agree to comply with the Standards of Apprenticeship as established by the Joint Apprenticeship Committee for the training of apprentice carpenters as applicable under this Agreement. OSHA - 10 certification cards are mandatory for all employees.

Section 4. The basic hourly rate for Carpenter Apprentices shall be the percentages listed in the following schedule to be applied to the Journeyman Carpenter basic wage rate:

First six month period at 50% Second six month period at 60% Third six month period at 70% Fourth six month period at 75% Fifth six month period at 80% Sixth six month period at 80% Seventh six month period at 90% Eight six month period at 90%

All advancements must be verified by the JATC in writing.

All third and fourth year apprentices will receive journeyman receipts. All first and second year apprentices will receive an annuity in addition to the health, apprenticeship, IAF, CLMP, and national funds.

- Section 5. The Apprenticeship Fund shall annually submit to the Associations and Union, a list of indentured apprentices with the proposed completion date for each apprentice.
- Section 6. Specialty trade employees who have become technologically unemployed shall be permitted to enter the Apprenticeship and Training Program for retraining. Said employee shall be granted advanced standing in the Apprenticeship Program on the basis of his or her demonstrated ability and knowledge and shall be paid the rate of the apprenticeship period to which he or she is assigned.
- <u>Section 7</u>. Laid off apprentices and journeymen shall be eligible for unemployment insurance in accordance with R.I. State and Federal law.

### ARTICLE XIII The New England Carpenters Labor Management Program

Section 1. Purpose – The New England Carpenters Labor Management Program was established by an appropriate Agreement and Declaration of Trust, pursuant to Section 302 (c) of the National Labor Relations Act, as amended. The purpose of the Program (Fund) is to provide labor management assistance and service to any participant employer or labor organization; promote the general welfare of employers and their employees in the construction industry; seek and improve harmonious relationships between labor and management in the construction industry; demonstrate that labor and management can effectively cooperate to establish an appropriate environment conducive to producing cost efficient construction projects; establish and maintain an appropriate educational program to further educate the members of the labor organizations in methods and means to obtain the goals established by the Program (Fund); and engage in problem-solving efforts in the mutual interests of labor and management in the construction industry.

- Section 2. Trustees This Fund shall be administered by an equal number of trustees appointed by and representing the Union and the Associations Associated General Contractors of Massachusetts: Building Trades Employers' Association of Boston and Eastern Massachusetts; Construction Industries of Massachusetts, Labor Relations Division; Associated General Contractors of Rhode Island Labor Division: Construction Industries of Rhode Island; Building Trades Employers' Labor Policy Division of the Construction Industry Association of Western Massachusetts, Inc.; AGC/CCIA Building Contractors Labor Division of Connecticut, Inc.; Northeast Flooring Contractors Association Inc.; and The Foundation and Marine Contractors Association of New England.
- Section 3. If on a particular project an Employer is not required to make contributions to the New England Carpenters Labor Management Program and if the Employer decides not to make contributions in the amount set forth in this Agreement to the Carpenters Labor Management Program, the Employer shall be required to make contributions in that amount as an additional payment to the RI Carpenters Apprenticeship Fund.

### ARTICLE XXXI Expiration Provision

This agreement will expire on June 2, 2013 except that if neither party to this Agreement gives notice in writing to the other party between February 4, 2013 and April 5, 2013 that it desires a change after June 2, 2013 then this Agreement will continue in effect until June 1, 2014 and so on each year thereafter unless on or before June 1<sup>st</sup> of each year thereafter a notice is given by either party.

LABOR RELATIONS DIVISION OF THE ASSOCIATED GENERAL CONTRACTORS OF RHODE ISLAND, INC.

David F. Rampone, Chairman

Labor Division - AGC

NEW ENGLAND REGIONAL COUNCIL OF CARPENTERS

Mark Erlich

Executive Secretary/Treasurer

David F. Palmisciano District Business Manager

William F. Holmes Business Manager, RI

W. Paul Lander

**Business Representative** 

Thomas Savoi

**Business Representative** 

### STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

### Department of Labor and Training

Center General Complex 1511 Pontiac Avenue Cranston, RI 02920-4407

TTY:

Via RI Relay 711

Lincoln D. Chafee Governor Charles J. Fogarty Director

### STATE CONTRACT ADDENDUM

### RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING

### PREVAILING WAGE REQUIREMENTS (37-13-1 ET SEQ.)

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

### All Prevailing Wage Contractors and Subcontractors are required to:

- 1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
- 2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
- 3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at www.dlt.ri.gov/pw/Posters.htm .poster/htm or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
- 4. Access the Department of Labor and Training website, at <a href="www.dlt.ri.gov">www.dlt.ri.gov</a> on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July Ist of each year in compliance with RIGL §37-13-8;
- 5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any

An Equal Opportunity Employer/Program./Auxiliary aids and services are available upon request to individuals with disabilities.

Page 1 of 7

### STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

### Department of Labor and Training

Center General Complex 1511 Pontiac Avenue Cranston, RI 02920-4407

Telephone; TTY;

(401) 462-8000 Via RI Relay 711

Lincoln D. Chafee Governor Charles J. Fogarty Director

subcontractors and their assignees for prevailing wage work performed pursuant to this contract;

- 6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;
- 7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at www.dlt.ri.gov/pw.forms/htm, as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;
- 8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month.
- 9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.
- 10. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;
- 11. Employ apprentices for the performance of the awarded contract when the contract is valued at one million dollars (\$1,000,000) or more, and comply with the apprentice to journeyperson ratio for each trade approved by the apprenticeship council of the Department of Labor and Training in compliance with RIGL §37-13-3.1;
- 12. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and

An Equal Opportunity Employer/Program. /Auxiliary aids and services are available upon request to individuals with disabilities.

TTY via Rf Rolay 711

### STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

### Department of Labor and Training

Center General Complex 1511 Pontiac Avenue Cranston, RI 02920-4407 Telephone: TTY:

(401) 462-8000 Via RI Relay 711

Lincoln D. Chafee Governor Charles J. Fogarty Director

13. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at www.dlt.ri.gov/pw.

### CERTIFICATION

I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

By:

Edward W. Burman, Jr.

Title: President

Subscribed and sworn before me this 18 day of Augus t201.4

Notary Public

My commission expires: July 14, 2017

An Equal Opportunity Employer/Program, /Auxiliary aids and services are available upon request to individuals with disabilities.

TTY via RI Relay 711

Form W-9 (Rev. 3/7/11)

### State of Rhode Island PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

THE IRS REQUIRES THAT YOU FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER TO US. FAILURE TO PROVIDE THIS INFORMATION CAN RESULT IN A \$50 PENALTY BY THE IRS. IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.

Taxpaver identification Number (T.I.N.) Enter your taxpayer identification number if the appropriate box. For most individuals, this is your social security number.	n Social Security No. (SSN)	<b>Employer ID No. (EIN)</b> 05 0306752						
NAME E. W. BURMAN, I	NC.	<u> </u>						
ADDRE88 33 Vermont Ave	nue							
(REMITTANCE ADDRESS, IF DIFFEREN	T)							
CITY, STATE AND ZIP CODEWart	wick RI 02888							
CERTIFICATION: Under penalties of perjution (1) The number shown on this form is my (2) I am not subject to backup withholding subject to backup withholding as a relonger subject to backup withholding.  Certification instructions — You must or withholding because of under-reporting in subject to backup withholding you received on not cross out item (2).  PLEASE SIGN HERE SIGNATURE	correct Taxpayer Identification Number because either: (A) I have not been suit of a failure to report all interest or ross out Item (2) above if you have betrest or dividends on your tax returned another notification from IRS the	notified by the Internal Revenue Service of dividencial, or (B) the IRS has notified seen notified by the IRS that you are an incommendation of the IRS that you are and the incommendation of the IRS that you are and its entitle of the IRS that you are and its entitied by IRS that you are and its entities of the IRS that you are and its entities of the IRS that you are and its entitle of the IRS that you are and its entities of the IRS that you are an its entities of the IRS that you are an its entities of the IRS that you are an its entities of the IRS that you are an its entities of the IRS that you are an its entities of the IRS that you are an its entities of the IRS that you are an its entities of the IRS that you are an its entities of the IRS that you are an	e (IRS) that I am me that I am no ubject to backup S that you were up withholding,					
BUSINESS DESIGNATION:	THE	DATE TELIV	<u></u>					
Please Check One: Individual	Medical Services Corporation	Government/Nonprofit Corpo	pration					
Partnership 🔲	Corporation  Trust/Estate	Legal Services Corporation						
NAME: Be sure to enter your full and correct name as listed in the IRS file for you or your business.								
to which location the year-end tax info	ore than one location, adhere to the fol- ton attach a list of location addresse rmation return should be mailed. Ion submit a completed W-9 form fo and remittance address.)	lowing: es with remittance address for each loce reach T.I.N. and location. (One year-end	ation and Indicate					
	crite. Year and antot and Year totabile	TO THE POOL OF THE PERSON OF THE PARTY OF TH	mare y					

Mail to: Supplier Coordinator, One Capitol Hill, Providence, RI 02908

**BUSINESS TYPE CHECK-OFF** – Check the appropriate box for the type of business ownership.

### E W BURMAN

The company was founded in 1964 by Edward W. Burman, a registered professional engineer. Mr. Burman was previously in charge of all construction operations for one of the largest General Contractors in the country, which was based in Rhode Island. He spent two to three weeks a month traveling the country managing projects worth over \$100,000,000 per annum.

Tiring of the travel, he decided to form his own firm. It would emphasize personal service on a smaller scale and concentrate on work in Rhode Island and nearby Massachusetts. His three sons were integrated into the firm with summer jobs through high school and college. Upon graduation they all joined the firm as project managers. Tragically in 1977, seemingly in perfect health, Mr. Burman died very suddenly. The firm with sales of \$3,500,000 was passed on to his three sons.

During the next thirty-seven years the firm's volume grew tenfold and by design has been maintained at that level to continue to provide the service to the Client that our founder had envisioned. The firm works mainly in the private sector on selected bid lists or negotiated work. Sixty percent of our work each year is for prior customers. Long term clients include Brown University, The Rhode Island School of Design, Rhode Island Hospital, Women and Infants Hospital, South County Hospital and Westerly Hospital and the Washington Trust Bank.

The firm's staff both inside the office and out on the construction projects has been very stable over the years. Third generation members have joined the ranks in the office and out on the jobs to continue the honored tradition of quality construction.

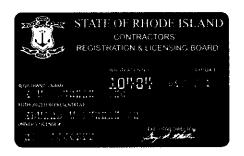
### **ORGANIZATION**

E. W. Burman, Inc. is a family run corporation organized established in 1964 under the laws of the State of Rhode Island with the following officers:

President Edward W. Burman, Jr.

Secretary Thomas M. Burman

Treasurer Paul F. Burman





### STAFF

Management	3
Clerical	2
Project Managers	3
Project Managers LEED AP BD+C	3
Quality Control / Safety Manager	1
Estimating	2

### TRADITION

Three generations of Burmans have managed this company since its founding in 1964. Our continuous record of excellence guides our actions and serves as the foundation on which our reputation has grown over the years.

### WE ARE PROUD TO BE BUILDERS.

That pride in our craft remains constant because we have not wavered from our proven business principles: exceed goals and client expectations, maintain a cadre of long-term employees, use the best tools available (including common sense) and honor the trust our clients place in us.

### THIS PRIDE IS OUR BEDROCK.

Over this time our capabilities have expanded but we have not lost sight of the fact that our job remains the same: to see that your objectives are met, that your job is designed and constructed on schedule and within budget, and that all your quality and aesthetic requirements are fully satisfied.





### Project Executive

Edward W. Burman, Jr. earned a Bachelor of Arts Degree in Economics at Brown University in 1969. He joined E. W. Burman, Inc. on a full time basis in 1970 acting as a Project Manager. Elected Vice President of the firm in 1976, he was in charge of operations. Mr. Burman succeeded his father as President and Treasurer in 1977. He currently serves as President.

He is the Past President of the local Associated General Contractors (AGC) chapter and presently serves as its Treasurer. Active on many of the local AGC committees, he has also served on the National AGC Subcontractor Relations Committee.

Mr. Burman will be responsible for all contract negotiations on the project with the Owner. Along with the Project Manager, he will negotiate all subcontracts.

### Project Estimating

Thomas M. Burman joined the firm in 1973 as a Project Manager after earning a Bachelor of Arts Degree in History at the University of Rhode Island and an Associates Degree in Engineering at Wentworth Institute. Elected Assistant Secretary in 1976, he became Secretary of the Corporation in 1980. He is also a Past President of the Rhode Island Chapter of CSI.

Tom is responsible for the in-house computer estimating system utilizing Sage Timberline Estimating software, which we have been using for over a decade. This software has helped us to improve the accuracy and timely preparation of both budget and lump sum estimates. With his staff of two, they will provide the cost estimating and value engineering services required. They will also assist the Project Manager in integrating the estimate and project schedule.



### E W BURMAN

### CONSTRUCTION MANAGEMENT | DESIGN BUILD | HISTORIC RENOVATION | TURNKEY PROJECT MANAGEMENT

33 Vermont Ave Warwick, Rt 02888 p: 401./38.5400 f: 401./37.2650

www.ewburman.com

### John J. Wright, Jr. LEED AP BD+C

Project Manager

### Education

Wentworth Institute of Technology, B.S. Architectural Engineering Technology, 1987

### Professional Experience

Mr. Wright, joined E.W. Burman, Inc as a co-op student from Wentworth Institute of Technology in 1987. After graduating in 1988 he joined the firm full time as a Project Manager. John's experience of working with-in and around existing facilities makes him the perfect selection as Project Manager for many of our Institutional and Educational clients such as: Brown University, Girl Scouts of America, Verizon, Cushman & Wakefield and CBRE. John's intimate knowledge and understanding of our client's concerns along with his past experience with building relocation makes him a logical solution to meet your project demands.

As Project Manager, below as just a few of the projects Mr. Wright has worked on:



Historic Renovation and Relocation

- Kingston Station has continuously served the people of the South County region since 1875.
- In December 1988, the Kingston Station—built primarily of wood—caught fire and its roof was substantially damaged.Rather than demolish the building, a full rehabilitation of the structure to better serve passengers.
- Relocated the building back 15 feet from the tracks to ensure passenger safety.
- Raised building 3 feet to accommodate future high-level boarding platforms.

### Brown University - Corliss Bracket House

Historic Renovation

- Rehabilitating the building involved museum-quality restoration of the exterior and of the significant historic spaces on the first floor.
- Upper floors, where office space is located, were renovated to create efficient and comfortable work space.
- All of the building systems were upgraded and a former servants' wing was redesigned to create additional office space.

2003 Awards Received: Providence Preservation Society Institutional Rehab / Restoration Award

2003 RI Historical Preservation and Heritage Commission Preservation Award

### **Prior Projects**

Girl Scout of Rhode Island - Camp Hoffman | Girl Scouts of Rhode Island - Corporate Office | Audubon Education Center | Middletown Police Station | Rhode Island Blood Center | Bank of America | Verizon | Protech Automotive | Bradford Soap Works | Texas Instruments | Saint Patrick School

### Skills

OSHA 30 Hour Certification | Timberline Estimating, Project Management & Accounting | CAD | Bluebeam













### CONSTRUCTION MANAGEMENT | DESIGN BUILD | HISTORIC RENOVATION | TURNKEY PROJECT MANAGEMENT

33 Vermont Ave Warwick, Ri 02888 p: 401.738.5400 f: 401.737.2650

www.ewburman.com









### Sherman C. Vogelaar

Project Superintendent

### Professional Experience

Mr. Vogelaar, joined E.W. Burman, Inc as a carpenter apprentice in 1981 working under his father, who until his retirement was one of our top superintendents for over two decades. Sherman quickly rose through the ranks to earn his title as Carpenter Foreman in 1986 and because of his strict attention to detail and schedule management, he was in charge of some of our more complicated projects.

As Superintendent, below as just a few of the projects Mr. Vogelaar has worked on:

### Brown University - Corliss Bracket House

Historic Renovation

- Rehabilitating the building involved museum-quality restoration of the exterior and of the significant historic spaces on the first floor.
- Upper floors, where office space is located, were renovated to create efficient and comfortable work
- All of the building systems were upgraded and a former servants' wing was redesigned to create additional office space.

### Jesse Smith Community Library

New Community Library Center

- Worked closely with State and Federal (EPA) Agencies.
- Browsfield Site contaminated land which required extensive site remediation.
- 18,000 sf of Construction with extensive landscaping plan.
- · Clear span wood trusses.
- Unique building design Wood frame construction.

### Rhode Island Bridge and Turnpike Authority

New Headquarters, Jamestown Rl.

- The new headquarters looks like an entirely new building, but is actually two new additions on both sides of the old structure.
- The additions increase the space by about 90 percent. With the new additions, the authority's headquarters measures about 7,800 square feet.
- Finished the headquarters about two months early ahead of schedule.

### **Prior Projects**

RI Bridge and Turnpike Authority | North Scituate Public Library | Rhode Island Philharmonic - New Music School | South County Hospital - ICU Renovations; LDRP Renovations; Clinical Lab | Rhode Island Blood Center | RIDOT - New Maintenance Facility | East Greenwich High School | Hilton Garden Inn |

### Skills

OSHA 30 Hour Certification | CPR / First Aid





E. W. Burman is very vigilant about the safety of its employees, subcontractors and of people working in or around our construction sites. We have an extensive company Safety Manual developed by in house staff with the assistance of our insurance carriers and the Associated General Contractors of America. (RIAGC) Two of our employees have served on the local RIAGC safety committee.







Our firm is one of three in the State that have qualified to partner with OSHA and their Construction Health and Safety (CHASE) Program. CHASE is a voluntary program for construction companies willing to raise their jobsite safety bar above current federal regulations. The program is a three-way partnership among RIAGC, The Rhode Island Building Trades Council and the local OSHA office.

All of our tradesman are 10 hour OSHA certified.

E.W. Burman's Compensation Experience Modifier is as follows:

2014: .96 2013: .98

2012: .74 2011: .71

2010: .66

SAFETY



### Historic / Renovation Projects



John Nicholas Brown Center Restoration

Restoration Brown & Ives Land Co. \$7,500,000 (401) 421-7382

Cornelis J. deBoer, AIA Haynes/ deBoer Associates

(401) 274-1555

As the country's largest single-family wood framed residence from the 1700's, this structure was restored to its original condition which took over five years to complete. which took over five years to complete.

Thomas P. I. Goddard



**Brown University**Robinson Hall Restoration \$1,9000,000

Edward Luppi Project Manager (401) 86-7850 Raymond DeCesare, AIA Robinson Green Beretta Corp

(401) 272-1730

Originally built as a library in 1875, this historic building now houses Brown's Department of Economics.



**Swan Point Cemetery** Restoration & Addition \$2,5000,000 Thomas P. I. Goddard Brown & Ives Land Co (401) 421-7382 Cornelis J. deBoer, AIA Haynes/ deBoer Associates (401) 274-1555



**Providence Athenaeum** Exterior Restoration \$200.000

Cornelis J. deBoer, AIA Haynes/ deBoer Associates (401) 274-1555



**Brown University**Corliss Bracket House \$2,5000,000

Joanna Saltonstall Executive Director (401) 863-7850 Michael Viveiros, AIA Durkee, Brown Vivieros & Werenfels (401) 831-1240



**John Brown House Museum** HVAC / Geothermal Well \$500.000

Bernard Fishman Executive Director (781) 449-0444 Cornelis J. deBoer, AIA Haynes/ deBoer Associates

(401) 274-1555

The John Brown House is the first National Historic Landmark buildings in the country to install a Geothermal well. HVAC upgrades included the building's first climate-and-humidity control system.



Moran Shipping Agencies Historic Renovation \$3,7000,000

Jason Kelly Executive Vice President (401) 941-7200 Virginia L. Branch, AIA Durkee, Brown Vivieros & Werenfels (401) 831-1240

The 13,000 square foot former Rhode Island Medical Society Building (c. 1912) was renovated to provide a new LEED® certified corporate headquarters for Moran Shipping Agencies, Inc.



### Historic / Renovation Projects



**Brown Hillel**Renovation and Addition \$6,500,000

Jim Mitrano Owner's Representative (781) 449-0444 Cornelis J. deBoer, AIA Haynes/ deBoer Associates (401) 274-1555

Renovation and addition to three historic structures on Providence's East Side to serve as the cultural and synagogue complex for students.



**Brown University**President's House Renovation \$2,5000,000

Paul Dietel Project Manager (401) 863-7851 Steven Lerner, AIA Lerner, Ladds + Bartels Inc. (401) 421-7715



**University Club** Renovation \$1,5000,000

John D. Marshall Building Committe (401) 725-9370 William Kite, Jr., FAIA William Kite Architects (401) 272-0240



Rhode Island School of Design Pendleton House Renovation \$1,5000,000

Paul Mullen Project Manager (401) 454-6189 Cornelis J. deBoer, AlA Haynes/ deBoer Associates (401) 274-1555

Pendleton House, the country's first museum wing devoted to the display of American decorative arts, was built in 1906 as a replica of the Federal-style residence of Charles L. Pendleton.



**Rhode Island School of Design** 161 South Main St Renovations \$3,5000,000

Paul Mullen Project Manager (401) 454-6189 James Barnes, AIA James Barnes Architects (401) 751-0520



**Moses Brown School**East Middle House Renovations \$2,9000,000

Phillip A. Anderson Director of Finance (401) 831-7350 Robert W. Jones, AIA Robert W. Jones & Associates (203) 488-6283

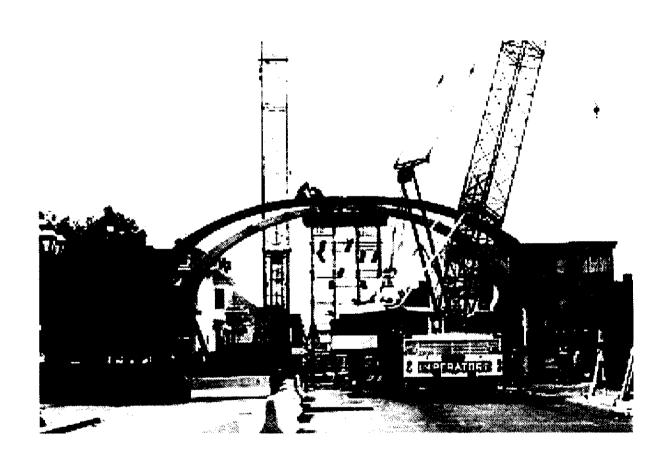




**Old Kent County Courthouse**Restoration and Addition
\$1,850,000

William Sequino, Jr. Town Manager (401) 866-8665 William Kite, Jr., FAIA William Kite Architects (401) 272-0240

Originally constructed in 1806, and one of Rhode Island's original state houses, the Town of East Greenwich asked E.W. Burman, Inc. to fully restore the historic Kent County Courthouse building as well as house new offices for the Town of East Greenwich.







### E W BURMAN





E.W.Burman, Inc. 33 Vermont Ave Warwick, Rhode Island 02882 | p.401.737.2650 f.401.737.2650 | www.ewburman.com

### THE AMERICAN INSTITUTE OF ARCHITECTS



A 1A Document A 3 1 0

### **Bid Bond**

	****	<del></del>
KNOW ALL MEN BY THESE PRESEN 33 Vermont Avenue, Warwick, Rhode Island 02888	ITS, that we E. W. Burman, Inc.	<del></del>
as Principal, hereinafter called the Principal, a 350 Granite Street, Suite 1201, Braintree, MA 02184-3	and TRAVELERS CASUALTY AND SURETY COMPANY 3905	OF AMERICA
a corporation duly organized under the laws of as Surety, hereinafter called the Surety, are h State of Rhode Island and Providence Plantations, Dep	neld and firmly bound unto	
as Obligee, hereinafter called the Obligee, in	the sum of Five Percent (5%) of the amount	
of the accompanying bid	Dollars (\$ 5 % of B	id )
for the payment of which sum well and truly to ourselves, our heirs, executors, administrator by these presents.	to be made, the said Principal and the said rs, successors and assigns, jointly and se	d Surety, bind everally, firmly
WHEREAS, the Principal has submitted a bid Eisenhower House Addition & Renovation, Lincoln		
NOW, THEREFORE, if the Obligee shall accept the with the Obligee in accordance with the terms of such bor Contract Documents with good and sufficient sureto by ment of labor and material furnished in the prosect such Contract and give such bond or bonds, if the Prince of between the amount specified in said bid and surety to perform the Work covered by said in full force and effect.	old, and give such bond or bonds as may be specificy for the faithful performance of such Contract and sution thereof, or in the event of the failure of the locipal shall pay to the Obligee the difference not to expect the larger amount for which the Obligee may in go	ed in the bidding of for the prompt Principal to enter acced the penalty od faith contract
Signed and sealed this 18th	day of August	20_14
Ann M. Saccoccia- (Witness)	E. W. Burman, Inc., (Principal)) (Title)	(Seal)
We wise 7. Leves que (Witness)	TRAVELERS CASUALTY AND SURETY COM (Surety)  Phyllis A. Nigris Attorney-in-Fact (Title) Attorney-i	(Seal)



### POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company

Attorney-In Fact No.

223141

Certificate No. 005887064

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Michael E. Bromage, James J. Bromage, and Phyllis A. Nigris

of the City of	Cranston	State of Rhod	e Island	their true and lawfu	LAttornav(s)_in_Fact
each in their separ other writings obl	rate capacity if more than one is named above, igatory in the nature thereof on behalf of the cuting or guaranteeing bonds and undertakings	to sign, execute, seal and ac Companies in their busines	knowledge any and all bonds, re s of guaranteeing the fidelity of	ecognizances, condition persons, guaranteein	nal undertakings and
IN WITNESS W	HEREOF, the Companies have caused this ins	strument to be signed and th	eir corporate seals to be hereto a	affixed, this	29th
	Farmington Casualty Comp	oany	St. Paul Mercury I	nsurance Company	
	Fidelity and Guaranty Insu Fidelity and Guaranty Insu St. Paul Fire and Marine In St. Paul Guardian Insuranc	rance Underwriters, Inc. surance Company	Travelers Casualty	and Surety Compan and Surety Compan lity and Guaranty Co	y of America
1982	1977 Page 1951	SE AL	SEAL S HARTFORD CONN.	HASTFORD, S	HONOROUSE STATE AND
State of Connectic City of Hartford sa			By: Robert L. Ra	ancy, Scnior Vice Preside	nt
be the Senior Vice Fire and Marine It Casualty and Sure	President of Farmington Casualty Company, Insurance Company, St. Paul Guardian Insurance ty Company of America, and United States Figurposes therein contained by signing on behavior	e Company, St. Paul Mercu delity and Guaranty Compa	ry Insurance Company, Traveler ny, and that he, as such, being a	ranty Insurance Under is Casualty and Surety authorized so to do, ex	Company, Travelers
	eof, I hereunto set my hand and official seal. expires the 30th day of June, 2016.	CONFORMATION TO THE PROPERTY OF THE PROPERTY O	Ma	Marie C. Tetreault, Nota	theault ry Public

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### WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, and Vi President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, and Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF. I have hereunto set my hand and affixed the seals of said Companies this \_\_18th \_\_day of \_\_August



















To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Pact number, the above-named individuals and the details of the bond to which the power is attached.